

SOS MOU NUMBER TXSOS-DPS2013-01

DPS MOU NUMBER 405-DLD-14-M40704

MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF THE TEXAS SECRETARY OF STATE AND THE TEXAS DEPARTMENT OF PUBLIC SAFETY CONCERNING ELECTION IDENTIFICATION CERTIFICATE ISSUANCE OUTSIDE OF A DEPARTMENT OF PUBLIC SAFETY FACILITY ("MOBILE EIC CENTERS")

I. Parties

This Memorandum of Understanding ("MOU") is between the Office of the Secretary of State ("SOS") and the Texas Department of Public Safety ("DPS"). Both parties have reviewed the information contained in this MOU and agree to be bound by its terms, as evidenced by the signatures affixed.

II. Scope of Agreement

This document contains the entire scope of the MOU between SOS and DPS and may only be amended in writing and signed by the authorized representative of both SOS and DPS.

III. Background

In 2011, the Texas Legislature passed Senate Bill 14 ("SB 14"), requiring Texas voters to present a form of identification containing the voter's photograph before casting a ballot in any election. The provisions of SB 14 allow for the acceptance of any one of seven different types of identification by election workers for the issuance of a ballot to a voter. Those acceptable forms of identification are codified in Texas Election Code § 63.0101 and are listed as: a Texas driver license issued by DPS, a Texas personal identification card issued by DPS, a Texas concealed handgun license issued by DPS, an election identification certificate issued by DPS, a United States military identification card containing the person's photograph, a United States citizenship certificate containing the person's photograph, or United States passport.

The election identification certificate ("EICs") to be issued by DPS is a document that was created by SB 14. DPS has developed its own internal procedures and processes in order to issue these documents to Texas voters who do not have any of the other listed forms of identification. Further, under SB 14, these documents are available free of charge. DPS has offered EICs to voters at state driver license offices, including keeping some of those offices open outside of regular business hours. In order to further facilitate the issuance of EIC's, SOS and DPS desire to enter into this MOU to coordinate to provide EICs outside of Texas driver license facilities in mobile EIC centers. This MOU describes the terms of this coordination.

IV. Mobile EIC Centers

Mobile EIC centers will consist of SOS-purchased equipment being used by DPS employees who have been trained in the issuance of EICs. There are 25 such units. The following SOS-purchased equipment constitutes a mobile EIC center when used by a DPS employee:

2:13-cv-193
09/02/2014

DEF1254

exhibitsicker.com

TEX0490230

Memorandum of Understanding: SOS/DPS Mobile EIC Centers
October 7, 2013

- (1) Office Jet Printer/Scanner
- (1) Canon Digital Camera
- (1) Memory card for camera
- (1) Cable for camera to PC
- (1) Folding hand trucks
- (1) Backdrop
- (1) Tripod for camera
- (1) Surge Protector
- (1) 4 port hub
- (1) 50 quart storage bin
- (1) Bungee cord
- (1) Easel for banner
- (1) Dell Laptop
- (1) Banners and Posters

Mobile EIC centers will move throughout the State to locations determined by SOS and agreed to by DPS. SOS will notify DPS in writing of the final location for each mobile EIC center at least two (2) full business days in advance of the requested start date of operations at that location. The mobile EIC centers will be moved from location to location by DPS employees.

V. Custody of Equipment

The mobile EIC centers have been purchased by SOS, with guidance from DPS on what equipment would make the most efficient mobile EIC center. SOS owns the equipment that constitutes mobile EIC centers and will continue to do so following the completion of this MOU. SOS will transfer custody of the mobile EIC centers to DPS on Friday, September 20, 2013. At this time, the mobile EIC centers will be under the full custody and care of DPS. This full custody and care will continue until termination of this MOU.

While under the full custody and care of DPS, DPS is responsible for the mobile EIC centers, including the following:

- Use for issuance of EICs only by trained DPS employees;
- Reasonable prevention of loss, theft, or damage;
- Replacement of mobile EIC centers verified as lost, stolen or damaged, save for normal wear and tear, during a joint physical inventory after the return of the equipment to DPS Headquarters, or replacement of lost, stolen or damaged mobile EIC centers in the field when DPS determines such replacements are possible; and
- Return of all mobile EIC centers to SOS following the final joint physical inventory in the same or substantially similar condition, save for normal wear and tear, as the condition when custody was transferred to DPS.

Memorandum of Understanding: SOS/DPS Mobile EIC Centers
October 7, 2013

DPS will promptly return all mobile EIC centers to DPS Headquarters, 5805 N. Lamar Blvd, Austin, TX 78752 after the conclusion of the related mobile EIC operation.

DPS will promptly notify SOS that all mobile EIC centers have been returned to DPS Headquarters from locations throughout Texas. As soon as possible after this return and notification, DPS and SOS will conduct a joint physical inventory of the returned mobile EIC centers, verifying any lost, stolen or damaged equipment. After the completion of each inventory, DPS will store the mobile EIC centers in a secure location at DPS Headquarters until SOS notifies DPS of the next mobile EIC center operation and DPS moves the mobile EIC centers for that operation.

Prior to the termination of this MOU, DPS and SOS will conduct a final physical inventory of the mobile EIC centers and upon completion of such final inventory, DPS will return the mobile EIC centers to SOS.

VI. Reimbursement of Costs

In the event that any of the equipment constituting a mobile EIC center is verified through the joint physical inventory as lost, stolen, or damaged such that the equipment is not in the same or substantially similar condition as when custody was transferred, save for normal wear and tear, DPS will reimburse SOS for the original purchase price of the equipment by SOS either through interagency transaction voucher or in-kind replacement. When DPS determines replacement is possible rather than waiting for the joint physical inventory to authorize reimbursement to SOS under these provisions, DPS will replace damaged, lost or stolen mobile EIC centers in the field to minimize any disruption to operations and will notify SOS in writing as soon as possible about any such replacements.

The original purchase price of all equipment is as follows:

• (25) Office Jet Printer/Scanner	Unit Cost: \$101.88	Total cost: \$2,547.00
• (25) Canon Digital Camera	Unit Cost: \$101.88	Total cost: \$2,547.00
• (25) Memory card for camera	Unit Cost: \$5.35	Total cost: \$133.75
• (25) Cable for camera to PC	Unit Cost: \$9.01	Total cost: \$247.75
• (25) Folding hand trucks	Unit Cost: \$94.66	Total cost: \$2,366.50
• (25) Backdrop	Unit Cost: \$175.20	Total cost: \$4,380.00
• (25) Tripod for camera	Unit cost: \$5.95	Total cost: \$148.75
• (25) Surge Protector	Unit cost: \$10.50	Total cost: \$262.50
• (25) 4 port hub	Unit cost: \$11.75	Total cost: \$293.75
• (49) 50 quart storage bin	Unit cost: \$12.75	Total cost: \$624.75
• (25) Bungee cords	Unit cost: \$8.39	Total cost: \$209.75
• (25) Easel for banner	Unit cost: \$17.52	Total cost: \$175.20
• (25) Laptops	Unit cost: \$1,574.97	Total cost: \$39,374.25

VII. Duration of Partnership

Memorandum of Understanding: SOS/DPS Mobile EIC Centers
October 7, 2013

This MOU is effective on the date it is fully executed and will terminate on the written agreement of the parties to terminate it. Any amendments to this MOU must be in the form of a written amendment signed by both parties.

VIII. Location and Contact Information

The mobile EIC centers will be picked up from SOS by DPS at the James Earl Rudder Building, 1019 Brazos Street, Austin, Texas, 78701. This location is the headquarters for SOS for the purposes of this MOU, unless specified elsewhere in this MOU. The SOS point of contact for this MOU is Jim Martin, 512/463-5608, jmartin@sos.texas.gov. The DPS point of contact for this MOU is Tony Rodriguez, Customer Operations Senior Manager, DLD, 512.424.5657, tony.rodriguez@dps.texas.gov.

IX. Signature of Authorized Officials

Each official executing this MOU is authorized to enter into this MOU on behalf of his or her organization. In witness thereof, the parties hereby execute this MOU.

Texas Department of Public Safety

By: _____

Name: Cheryl MacBride

Title: Deputy Director, Services

Date: _____

Office of the Secretary of State

By: _____

Name: Coby Shorter, III

Title: Deputy Secretary of State

Date: _____